

EXHIBIT B

CONWAY MACKENZIE

401 S. OLD WOODWARD AVENUE
SUITE 340
BIRMINGHAM, MI 48009
248.433.3100 | 248.433.3143 Fax
WWW.C-M-D.COM

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March 12, 2010

Private & Confidential
Via E-mail

Mr. Christopher W. Beeman, CPA
Committee Chair
Official Committee of Unsecured Creditors of Schwab Industries, Inc.
C/o National Lime & Stone Co.
P.O. Box 120
Findlay, Ohio 45839

***Re: Engagement of Conway MacKenzie, Inc. to Provide Professional Services to the
Official Committee of Unsecured Creditors***

Dear Mr. Beeman:

This letter confirms the terms and conditions of the engagement by the Official Committee of Unsecured Creditors (the "Committee") of Schwab Industries, Inc., *et al.* ("Schwab" or the "Company") of Conway MacKenzie, Inc. and its affiliate, Conway MacKenzie Capital Advisors LLC (collectively, "CM") to provide professional services in connection with the Committee's efforts to maximize the value of the claims of unsecured creditors of Schwab given the Company's current financial distress and related insolvency proceeding.

Scope of Engagement

Based on confidential discussions with the Committee's legal advisors, Freeborn & Peters LLP, our services are contemplated to initially include, but may be subsequently modified depending upon the circumstances, new information, and at your direction, the following:

- Review and analysis of Schwab's financial condition and the circumstances leading up to the current financial distress, current business plan, and operating metrics as a basis, in part, for evaluating the prospects for a financial recovery and viable plan of treatment for unsecured creditors. As part of the analysis, review the prospects of a successful reorganization supported, in part, by a viable business plan, access to capital, asset sales, contemplated changes in the operations, etc. such that it results in maximum recovery to the unsecured creditors;

TURNAROUND MANAGEMENT CONSULTING ■ MANUFACTURING OPERATIONS CONSULTING ■ INTERIM EXECUTIVE MANAGEMENT ■ LOW COST COUNTRY SOURCING
BANKRUPTCY/FIDUCIARY SERVICES ■ LITIGATION SUPPORT & EXPERT TESTIMONY ■ FORENSIC ACCOUNTING & FRAUD INVESTIGATIONS ■ BUSINESS VALUATIONS
ECONOMIC DAMAGE CLAIM QUANTIFICATION ■ INVESTMENT BANKING SERVICES ■ DEBT RESTRUCTURING ■ MERGERS & ACQUISITIONS ■ CAPITAL RAISING SERVICES

- Supplement the Committee's review of the financial and cash flow projections and DIP terms to evaluate the risks and opportunities represented or inherent therein and the sufficiency of the DIP financing necessary to get to resolution of the circumstances;
- Review and/or assist in the debtor's analysis of potential Chapter 5 recoveries (preferential transfers, fraudulent conveyances or other). Evaluate other assets and claims available to the unsecured creditors and estimate value, if any;
- Review and evaluate the Western Reserve ("WR") limited sale / capital raise process undertaken prior to Schwab's filing and other activities used to solicit interest in the assets of Schwab. Determine how comprehensive, complete or thorough the process was. Evaluate the contemplated DIP period process to be used to solicit capital and or sale of the assets;
- Assist the Committee and its counsel in developing strategies and related negotiations with Schwab and other interested parties with respect to elements of Schwab's treatment to the Unsecured Creditors or alternative proposals.

Engagement Fees

Fees for our services will be based upon the actual number of hours incurred at hourly rates ranging from \$100 (paraprofessional) to \$525 (senior managing director) and will be billed monthly, together with out-of-pocket expenses incurred in compliance with the bankruptcy court guidelines. Hourly rates are subject to periodic adjustment. As an accommodation to the Committee's request CM's fees, as quoted herein, are limited to \$50,000 a month, plus reasonable out of pocket expenses, for the duration of the engagement. Notwithstanding, any fees in excess of the \$50,000 monthly limitation, can be carried into a future month ("Carry Over Fees") providing that the total fees in that month is not greater than \$50,000. Carry Over Fees can be used in any future month. To the extent that the incurred monthly fees including any Carry Over Fees are less than \$50,000, then CM will only bill the amount of the incurred fees plus Carry Over Fees. Again, the \$50,000 limitation is fees only as reasonable out of pocket expenses are not subject to monthly limitation. Joseph M. Geraghty, Senior Managing Director will provide oversight, engagement management with a billing rate of \$525 per hour. John B. Pidcock, Managing Director will be the lead consultant with a billing rate of \$425 per hour, Robert Remian, Managing Director, will have a billing rate of \$500 per hour. Senior Associate and Director billing rates range from \$250 to \$375 an hour. CM Capital Advisors' Managing Director and Senior Managing Director (Michael Fixler and Thomas Gordy, respectively) rates will range from \$445 to \$475 an hour. Approval and payment of fees will be made pursuant to rules of the Northern District of Ohio Bankruptcy Court. The Committee agrees to support and facilitate an expedited process to approve our retention.

Access to Records

In order for us to perform our services, it will be necessary for our personnel to have access to certain books, records and reports of the Company, and to have discussions with Company personnel. Accordingly, we understand that the Company has agreed to cooperate with our personnel, and to make available its personnel and fully disclose any books, records and other sources from which data can be

obtained and that the books, records and reports of the Company are of reasonable organization and quality.

Non-Audit

Because of the time and scope limitations implicit in our engagement, the depth of our analysis and verification of data is significantly limited. We understand that we are not being requested to perform an audit nor apply generally accepted auditing standards or procedures. We understand that we are entitled, in general, to rely on the accuracy and validity of the data disclosed to us or supplied to us by employees and representatives of the Company. We will not, nor are we under any obligation to update data submitted to us or review any areas unless you specifically request us to do so in writing.

Confidentiality

It is agreed that all professional services will be performed on a confidential basis. Any information that CM requests of the Committee or the Company will be for the sole purpose of accomplishing the services as described above, and such information shall be used for no other purposes. Such information will be held in confidence and not used, disclosed to others, or in any way used by CM for any purposes other than as specifically provided for by the terms of this engagement letter. CM will restrict dissemination of any information provided or disclosed to us or to our employees and agents who have an actual need to know, and are informed by us of the confidential nature of the information and the obligations herein. All such information shall remain the sole property of the Committee or the Company and CM shall obtain no right of any kind to any of the information. Upon written notice, CM will promptly return all writings, records, documents and copies containing any of the confidential information.

Disclosure of Pre-existing Relationships

We have informed you that CM has in the past and from time to time does represent members of Schwab's lender group, Key Bank, Huntington Bank and Bank of American, N.A. (collectively the "Lenders"), on matters unrelated to the Company. In addition, a member of CM is a board of director for a Georgia based ready-mix company that does not operate or compete in any market the Company operates or competes in. At the present time, CM knows of no facts or circumstances that would represent a conflict of interest for it with regard to its engagement by the Committee in connection with the aforementioned services. CM continues to execute its conflict check process and to the extent conflicts are identified, we will appropriately disclose them to you.

By execution of this letter, the Committee hereby (1) waives any conflict of interest relating to performance of professional services by CM for the Lenders, (2) consents to the performance of professional services by CM for the Lenders in unrelated matters, and (3) releases CM of any claim or liability relating to CM's engagement by the Committee as representatives of the Lenders in unrelated matters.

Indemnification and Limitation of Liability

CM will request, as part of the our retention, standard and customary indemnification provisions such that CM is indemnified, held harmless, and defended from and against all claims, liabilities, losses, damages, and reasonable expenses as they are incurred, relating to and arising out of the engagement, including any legal proceeding in which we may be required or agree to participate in, but are not a party. CM and any of its partners, employees, agents, officers, directors, affiliates, subsidiaries, shareholders, successors, heirs or assigns shall not be liable for any loss or damage except such as is a direct result of CM's gross negligence or willful misconduct. Except in the case of willful misconduct, CM will not be liable for special, incidental, consequential, punitive or exemplary damages or indirect loss or damage, including lost profits or lost savings, whether or not such are foreseeable or CM has been advised of the possibility of such damage. Except in the case of willful misconduct, CM's liability, if any, under or in relation to this agreement letter and the engagement and services hereunder shall be limited in amount to fees paid from Schwab to CM for services rendered to the Committee.

Termination

Either the Committee or CM may terminate this engagement at any time and for any reason whatsoever provided that, if terminated by either party, all professional fees and expenses due, both billed and unbilled, up through the time and date of termination shall be billed to the pursuant to the guidelines of the Northern District of Ohio Bankruptcy Court. The confidentiality, covenant regarding hiring of CM employees, indemnification and limitation of liability and dispute resolution provisions of this agreement shall survive termination of CM's engagement by the Committee.

Dispute Resolution

In the event of a dispute, each of the parties agrees to submit to binding arbitration exclusively to resolve any and all differences and disputes which may arise between them (and their heirs, successors, assigns, employees, officers, directors, affiliates, subsidiaries, or shareholders) related to this agreement, any other agreement between the parties, or otherwise arising between the parties. Prior to initiating arbitration, the parties shall first meet face-to-face to affect a resolution of the differences. Any differences, which the parties are unable to resolve in said face-to-face meeting, shall be heard and finally settled in Oakland County, Michigan, or in any other location mutually agreed upon by the parties, by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be initiated in the Southfield, Michigan, office of the American Arbitration Association. Any award entered in any such arbitration shall be final, binding, and may be entered and enforced in any court of competent jurisdiction.

Governing Law

This agreement letter shall be governed by and construed in accordance with the laws of the State of Michigan without regard to such state's rules concerning conflict of laws.

Severability

If any term, provision or portion of this agreement letter shall be determined to be invalid, void or unenforceable, the remainder of the terms, provisions and portions of this agreement letter shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Complete Understanding

This agreement letter sets forth the entire understanding of the parties concerning the matters contained herein and supercedes all prior agreements, arrangements and communications, whether oral or written, with respect to the matters contained herein.

Modification

This agreement letter may not be altered, modified or changed in any manner except by a writing duly executed by the parties hereto.

Notices

All notices required or permitted to be delivered under this letter agreement shall be sent, if to CM, to the address set forth at the head of this letter, to the attention of Mr. Van E. Conway, and if to the Committee, to the address set forth above to the attention of the Committee's Counsel, or to such other name or address as may be given in writing to the other party. All notices under this agreement letter shall be sufficient if delivered by facsimile or overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Acceptance of Terms and Conditions

If you are in agreement with the foregoing terms of our engagement, please sign and date in acknowledgment in the space provided below and return via facsimile and via overnight mail one executed original of this letter. Upon receipt of the executed engagement letter, we will commence work immediately.

We appreciate this opportunity to be of assistance to the Committee and look forward to working with you in this important matter.

Very truly yours,

CONWAY MACKENZIE, INC.

Joseph M. Geraghty

Mr. Christopher W. Beeman
March 13, 2009
Page 6

Above Terms Agreed to and Accepted:

Mr. Chris Beeman
Committee Chair
Committee of Unsecured Creditors of Schwab, Inc.

By:



Date: 3/15/10

Name: Christopher W. Beeman

Its: Chief Financial Officer